

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Frank Emery Torok II

Debtor

CHAPTER 13

US Bank Trust National Association, Not In Its  
Individual Capacity But Solely As Owner Trustee  
For VRMTG Asset Trust

NO. 21-12867 PMM

Movant

vs.

Frank Emery Torok II

11 U.S.C. Sections 362 and 1301

Debtor

Joann M. Torok

Co-Debtor

Scott F. Waterman, Esquire

Trustee

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$12,977.39**, which breaks down as follows;

Post-Petition Payments:	November 2021 to December 2021 at \$2,293.81/month
	January 2022 to March 2022 at \$2,450.59
Fees & Costs Relating to Motion:	\$1,038.00
<b>Total Post-Petition Arrears</b>	<b>\$12,977.39</b>

2. The Debtor(s) shall cure said arrearages through within the following schedule:

a) Debtor shall list the property by April 1, 2022, and provide proof of listing to Movant, through its undersigned counsel

b) Debtor shall sell the property by September 1, 2022, including a complete payoff to US Bank Trust National Association, Not In Its Individual Capacity But Solely As Owner Trustee For VRMTG Asset Trust based upon a accurate payoff amount at the time of closing

3. In the event any of the events listed within Section 2 are not completed within the listed deadline, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

4. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
5. If the case is converted to Chapter 7, the Movant may file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
6. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
7. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
8. The parties agree that a facsimile signature shall be considered an original signature.

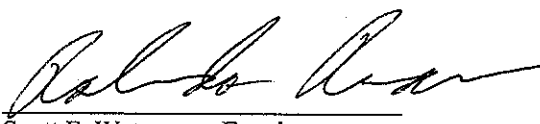
Date: March 3, 2022

By: /s/ Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: March 10, 2022

/s/ Charles Laputka, Esquire  
Charles Laputka, Esquire  
Attorney for Debtors

Date: 3/18/22

  
Scott F. Waterman, Esquire  
Chapter 13 Trustee

Approved by the Court this \_\_\_\_ day of \_\_\_\_\_, 2022. However, the court retains discretion regarding entry of any further order.

\_\_\_\_\_  
Bankruptcy Judge  
Patricia M. Mayer